

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AMENITY HEALTHCARE, INC.		09/08/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	551 Madison Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2889156	AMENITY HOSPICE "CARING FOR THOSE WHO CARED FOR YOU."	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.002		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 2889156

Date:

09/30/2008

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of September 8, 2008 (as amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), is between AMENITY HEALTHCARE, INC., a Delaware corporation ("Grantor"), and GCI CAPITAL MARKETS LLC, as Administrative Agent ("Golub") (together with its successors and assigns, the "Second Lien Agent").

### W I T N E S S E T H:

**WHEREAS**, Grantor is party to an Amended and Restated Second Lien Security and Pledge Agreement dated as of June 29, 2007 (as amended, restated, amended and restated, or otherwise modified, the "Second Lien Security and Pledge Agreement") between the Grantor and the other grantors party thereto and CIT Healthcare LLC, as the predecessor Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Second Lien Agent to enter into the Credit Agreement, the Grantor hereby agrees with the Second Lien Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security and Pledge Agreement and used herein have the meaning given to them in the Second Lien Security and Pledge Agreement.

SECTION 2. Grant of Security Interest in Trademark First Lien. The Grantor hereby pledges and grants to the Second Lien Agent, for the benefit of the Second Lien Agent, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark First Lien"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right, to the extent available, to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Security and Pledge Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark First Lien made and granted hereby are more fully set forth in the Second Lien Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security and Pledge Agreement, the provisions of the Second Lien Security and Pledge Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

SECTION 5. Intercreditor Agreement. The Administrative Agent, each Lender and each Loan Party acknowledge and agree that the rights and remedies of the Administrative Agent and the Lenders hereunder are subject to the terms of the Intercreditor Agreement. In the event of a conflict between the terms of the Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall apply.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

In witness whereof, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AMENITY HEALTHCARE, INC.**  
as Grantor

By: 

Name: *James A. Deal*

Title: *President and CEO*

Accepted and Agreed:

**GCI CAPITAL MARKETS LLC,**  
as Second Lien Agent

By: \_\_\_\_\_

Name:

Title:

(Second Lien Trademark Security Agreement)

In witness whereof, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AMENITY HEALTHCARE, INC.**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**GCI CAPITAL MARKETS LLC,**  
as Second Lien Agent

By: \_\_\_\_\_  
Name: *Gregory W. Cashman*  
Title: *Secretary*

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Application Number</u>	<u>Registration Number</u>	<u>Country</u>	<u>Description</u>	<u>Status</u>
78-277,665	2,889,156	USA	Design logo incorporating Amenity Hospice "Caring For Those Who Cared For You"	Registered

**TRADEMARK LICENSES**

None.